



**County of Los Angeles**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
425 Shatto Place  
Los Angeles, California 90020  
(213) 351-5602

DAVID SANDERS, PH.D.  
Director

Board of Supervisors  
GLORIA MOLINA  
First District  
YVONNE B. BURKE  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

March 7, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR DELEGATED AUTHORITY TO ACCEPT GRANTS AND EXECUTE  
AGREEMENTS FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT SUPPORTIVE HOUSING PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

FILED  
2006 FEB 28 10:21  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**IT IS RECOMMENDED THAT YOUR BOARD:**

Delegate authority to the Director of the Department of Children and Family Services (DCFS) to accept, on an ongoing basis, grant renewals for the Supportive Housing Program (SHP) from the Housing and Urban Development (HUD), and also the authority to execute these grant renewal Agreements after Chief Administrative Office (CAO) and County Counsel approval, provided the required matching funds are available. There are a total of ten (10) such HUD SHP grants that are periodically available for renewal; three of which are currently available. These ten grants total approximately \$2.3 million dollars and are utilized to partially fund the Transitional Housing Program (THP). As a grant recipient, Los Angeles County must provide a minimum match of 25% of the total operating costs and 20% for supportive services costs, or at a minimum 20% of the total costs. The match requirement is being met using independent Living Program (ILP) funding. The FY 2005-06 Adopted Budget includes the HUD SHP grants funding and required match.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DCFS receives ten HUD SHP grants that partially fund the Transitional Housing Program (THP). The THP provides for 244 THP beds with supportive services, which include temporary housing, employment training, job placement assistance, assistance in securing permanent housing, child care and related services to assist youth with making a successful transition from foster care to independent living.



Three of the ten grants are currently available for renewal and provide funding for the period July 1, 2005 through June 30, 2006. Acceptance of the renewal grants and execution of the agreements initiated by HUD will enable the Department to continue providing transitional housing and supportive services to approximately 244 emancipated foster youth, 30 of whom have children. These emancipated youth do not have a family support structure sufficient to help them successfully transition from foster care to life as independent adults.

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5 (Children and Families' Well-Being). The recommended actions will improve the economic well-being of children and families in Los Angeles County.

#### **FISCAL IMPACT/FINANCING**

The total annual cost of the THP is approximately \$5.7 million. The cost of the THP is financed using \$2.3 million in funding from the ten HUD SHP grants; the remaining \$3.4 million is financed using ILP funding. The funding is included in the FY 2005-06 Adopted Budget.

The three grants available for renewal at this time are HUD SHP grant IV - \$378,804; HUD SHP grant V - \$194,098; and HUD SHP grant VI - \$88,668. The total amount of these three grants is \$661,570.

HUD SHP grants require grant recipients to provide a minimum match of 25% of the total operating costs as well as a 20% match of the supportive services costs, or at a minimum, 20% of the total costs. In FY 2002-03, HUD funding was significantly reduced. In order to maintain the THP at the service level prior to these reductions, DCFS began utilizing ILP funding above the minimum match requirement.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DCFS currently manages ten HUD/SHP grants (HUD grant numbers II, IV through XII). The three grants currently available for renewal are HUD Agreements IV, V and VI. The grant Agreements are initiated by HUD and are subject to HUD program administration and monitoring. While these Agreements are retroactive, they are exempt from the Board's timely filing policy since the County is accepting federal funding.

The HUD Agreement terms permit DCFS to accrue expenses and claim for reimbursement retroactively to the beginning date of the Agreement. In the absence of executed Agreements, the Department avoids a break in provision of THP services by financing the cost of the program using ILP funding.

These ten grant Agreements are drafted by HUD; consequently, they do not contain the provisions the County typically requires in contracts. Additionally, the Agreements provide that the County of Los Angeles will indemnify HUD against liability or expenses arising from or connected with services performed under these Agreements.

Attached are Grant Management Statements for HUD grants IV and V (Attachments 1 and 2). HUD grant VI is for \$88,668; therefore, a Grant Management Statement is not required.

This Board Letter has been reviewed by County Counsel and approved by the CAO.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

If DCFS did not accept these grant funds, the THP would not be able to continue to serve the 244 former foster youth in the THP now receiving services under these grants.

**CONCLUSION**

Upon approval of this request, please instruct the Executive Officer/Clerk of the Board of Supervisors to send an adopted copy of this Board Letter to:

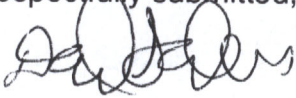
1. Department of Children and Family Services  
Attention: Walter Chan, Contract Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020
2. Department of Children and Family Services  
Attention: Rhelda Shabazz, Division Chief  
Emancipation Services  
3530 Wilshire Blvd., Ste. 400  
Los Angeles, CA 90010



The Honorable Board of Supervisors  
March 7, 2006  
Page 4

3. Office of the County Counsel  
Children's Services Division  
Attention: David Beaudet, Deputy County Counsel  
201 Centre Plaza Drive, Ste.1  
Monterey Park, CA 91754

Respectfully submitted,



DAVID SANDERS, Ph.D.  
DIRECTOR

Attachments (3)

c: Chief Administrative Officer  
County Counsel



**Los Angeles County Chief Administrative Office**  
**Grant Management Statement for Grants \$100,000 or More**

<b>Department:</b> DCFS		
<b>Grant Project Title and Description</b> Transitional Housing for Young People		
<b>Funding Agency</b> U.S. Department of HUD	<b>Program (Fed. Grant #/State Bill or Code #)</b> McKinney Homeless Assistance Act (42 U.S.C. 11381-11389)	<b>Grant Acceptance Deadline</b> *
<b>Total Amount of Grant Funding:</b> \$ 378,804 <b>ILP Match:</b> \$ 210,770  <b>Grant Period: Begin Date:</b> July 01, 2005 <b>End Date:</b> June 30, 2006  <b>Number of Personnel Hired Under This Grant:</b> <u>35</u> (THP staff salaries are prorated over 10 HUD Grants).  <b>Full Time:</b> <u>4.30</u> <b>Part Time:</b> None.  <p style="text-align: center;"><b><u>Obligations Imposed on the County When the Grant Expires</u></b></p> <p>Will all personnel hired for this program be informed this is a grant-funded program? Yes <u>X</u> No _____</p> <p>Will all personnel hired for this program be placed on temporary ("N") items? Yes _____ No <u>X</u></p> <p>Is the County obligated to continue this program after the grant expires? Yes _____ No <u>X</u></p> <p>If the County is not obligated to continue this program after the grant expires, the Department will: a.) Absorb the program cost without reducing other services Yes <u>X</u> No _____</p>		

b.) Identify other revenue sources (describe below)

Solicit other grant and private foundation funds.

Yes ☒ X

No ☐

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.

Yes ☒ X

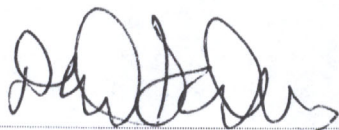
No ☐

**Impact of additional personnel on existing space:**

N/A

**Other requirements not mentioned above:**

\*There is no deadline for the acceptance of the grant; however, the signing of the HUD contract should be completed by September, 2005 and the first drawdown should occur no later than 60 days after the start date of the grant or the grant may be lost.



DAVID SANDERS, Ph.D., Director

Department of Children and Family Services





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Los Angeles Field Office, Region IX  
611 West 6<sup>th</sup> Street, Suite 1000 - 9DD  
Los Angeles, California 90017-3101

SEP - 9 2005

David Sanders, PhD, Director  
LA CO DCFS  
3530 Wilshire Blvd., 4th Flr  
Los Angeles, California 90010

Dear Dr. Sanders:

SUBJECT: Transmittal of Grant Agreement  
Supportive Housing Program (SHP)  
Project Number: CA16B400082  
Project Identifier Number: CA7190

Congratulations on the final selection of Tran Hsg for Young People for renewal grant funding under the Supportive Housing Program. All conditions attached to your award for this project have been met. This **1 year(s)** award will continue to support your program previously funded by Grant Number CA16B300018, further contributing to our national effort to end homelessness.

Upon execution of the Renewal Grant Agreement by you and HUD, we will obligate the total funds for this project in the amount of \$378,804.00, allocated as follows.

1. Grant for Operating	\$80,351.00
2. Grant for Supportive Services	\$133,603.00
3. Grant for Leasing	\$146,812.00
4. Grant for Administration	\$18,038.00

Enclosed are three copies of the Renewal Grant Agreement with a copy of the appropriate program regulations attached. These documents constitute the agreement between you and HUD. Please sign all three and return two to this office as soon as possible. Keep the other agreement for your records. Your new Voice Response Number for your renewal grant will be generated and sent to you under separate cover.

The following other materials are enclosed: 1) Grantee Financial Instructions, 2) Annual Performance Report and 3) a Grantee Closeout Certification.

Grantee Financial Instructions- All forms referred to in the Financial Instructions can be accessed via the HUD website: "www.hud.gov."

Bureau of Resources

RECEIVED

SEP 26 2005

RECEIVED

SEP 20 2005

Received

SEP 19 2005

BOARD RELATIONS

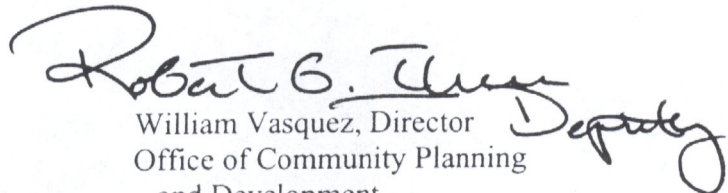
DIRECTOR'S OFFICE

An Annual Performance Report- This report is due within 90 days after the end of each year. The Certification is due 90 days after the grant expires at which time all funds should have been drawn down.

No funds can be disbursed to you until the Renewal Grant Agreement is fully executed.

If you have any questions, please contact Juanita Gutierrez at 213-534-2586. We look forward to working with you toward the successful continuation of your Supportive Housing Program project.

Sincerely,

  
William Vasquez, Director  
Office of Community Planning  
and Development

Enclosures-



**2004 SUPPORTIVE HOUSING PROGRAM  
RENEWAL GRANT AGREEMENT**

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and LA CO DCFS, 3530 Wilshire Blvd., 4th Flr, Los Angeles, CA 90010, the Recipient, whose Tax ID number is 95-6000927 for Project Number CA16B400082/Project Identifier Number CA7190 to be located at Scattered Sites.

The assistance, which is the subject of this Grant Agreement, is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment A, and the Notice of Funding Availability (NOFA) published May 14, 2004 at 69 FR 26942 and 27497. The term "Application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project described in the Application.

Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement for a period of 1 year(s). Eligible costs, as defined by the Act and the corresponding Supportive Housing Program (SHP) regulations at 24 CFR Part 583 (copy of current version attached), incurred between the end of Recipient's final operating year under the original Grant Agreement and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.

HUD's total fund obligation for this project is \$378,804.00, allocated as follows:

1. Grant for Operating	\$80,351.00
2. Grant for Supportive Services	\$133,603.00
3. Grant for Leasing	\$146,812.00
4. Grant for Administration	\$18,038.00

The Recipient must provide a 25 percent cash match for supportive services pursuant to HUD's FY 2004 Appropriations Act.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.



The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or



- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute recipient of HUD's choosing; or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of activity to another, or make any other significant change, without the prior written approval of HUD.

SIGNATURES

This Grant Agreement with LA CO DCFS for CA16B400082 is hereby executed as follows:

UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development

BY: Robert G. Quinn 9/2/05  
Signature and Date

\_\_\_\_\_  
William Vasquez

Deputy Director  
Director, Office of Community Planning and Development

RECIPIENT

\_\_\_\_\_  
Name of Organization

By: [Signature]  
Authorized Signature and Date

\_\_\_\_\_  
Typed name of signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Official Contact Person, Telephone and Fax Number



**Los Angeles County Chief Administrative Office**  
**Grant Management Statement for Grants \$100,000 or More**

**Department:** DCFS

**Grant Project Title and Description**

Transitional Housing for Young People

**Funding Agency**

U.S. Department of HUD

**Program (Fed. Grant #/State Bill or Code #)**

McKinney Homeless Assistance Act (42  
U.S.C. 11381-11389)

**Grant Acceptance Deadline**

\*

**Total Amount of Grant Funding:** \$ 194,098

**ILP Match:** \$ 164,786

**Grant Period: Begin Date:** July 01, 2005

**End Date:** June 30, 2006

**Number of Personnel Hired Under This Grant:** 35 (THP staff salaries are prorated over 10 HUD Grants).

**Full Time:** 2.58

**Part Time:** None.

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?

Yes X

No \_\_\_\_\_

Will all personnel hired for this program be placed on temporary ("N") items?

Yes \_\_\_\_\_

No X

Is the County obligated to continue this program after the grant expires?

Yes \_\_\_\_\_

No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a.) Absorb the program cost without reducing other services

Yes X

No \_\_\_\_\_

b.) Identify other revenue sources (describe below)

Solicit other grant and private foundation funds.

Yes ☒ X

No ☐

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.

Yes ☒ X

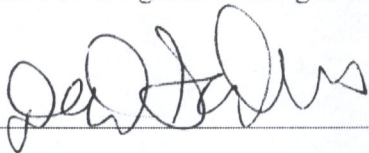
No ☐

**Impact of additional personnel on existing space:**

N/A

**Other requirements not mentioned above:**

\*There is no deadline for the acceptance of the grant: however, the signing of the HUD contract should be completed by September, 2005 and the first drawdown should occur no later than 60 days after the start date of the grant or the grant may be lost.



DAVID SANDERS, Ph.D., Director

Department of Children and Family Services





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Los Angeles Field Office, Region IX  
611 West 6<sup>th</sup> Street, Suite 1000 - 9DD  
Los Angeles, California 90017-3101

JUL 18 2005

David Sanders, PhD, Director  
LA CO DCFS  
3530 Wilshire Blvd., 4th Flr  
Los Angeles, California 90010

Dear Dr. Sanders:

SUBJECT: Transmittal of Grant Agreement  
Supportive Housing Program (SHP)  
Project Number: CA16B400052 HUD  
Project Identifier Number: CA7403

Congratulations on the final selection of Transitional Housing for Young People for renewal grant funding under the Supportive Housing Program. All conditions attached to your award for this project have been met. This 1 year award will continue to support your program previously funded by Grant Number CA16B300016, further contributing to our national effort to end homelessness.

Upon execution of the Renewal Grant Agreement by you and HUD, we will obligate the total funds for this project in the amount of \$194,098, allocated as follows.

1. Grant for Operating	\$39,262
2. Grant for Supportive Services	\$57,507
3. Grant for Leasing	\$88,087
4. Grant for Administration	\$9,242

Enclosed are three copies of the Renewal Grant Agreement with a copy of the appropriate program regulations attached. These documents constitute the agreement between you and HUD. Please sign all three and return two to this office as soon as possible. Keep the other agreement for your records. Your new Voice Response Number for your renewal grant will be generated and sent to you under separate cover.

The following other materials are enclosed: 1) Grantee Financial Instructions, 2) Annual Performance Report and 3) a Grantee Closeout Certification.

Grantee Financial Instructions- All forms referred to in the Financial Instructions can be accessed via the HUD website: "[www.hud.gov](http://www.hud.gov)."

An Annual Performance Report- This report is due within 90 days after the end of each year. The Certification is due 90 days after the grant expires at which time all funds should have been drawn down.

No funds can be disbursed to you until the Renewal Grant Agreement is fully executed.

If you have any questions, please contact Juanita Gutierrez at 213-534-2586. We look forward to working with you toward the successful continuation of your Supportive Housing Program project.

Sincerely,

A handwritten signature in black ink, appearing to read "William Vasquez", with a stylized flourish at the end.

William Vasquez, Director  
Office of Community Planning  
and Development

Enclosures



**2004 SUPPORTIVE HOUSING PROGRAM  
RENEWAL GRANT AGREEMENT**

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and LA CO DCFS, 3530 Wilshire Blvd., 4th Flr, Los Angeles, CA 90010, the Recipient, whose Tax ID number is 95-6000927 for Project Number CA16B400052/Project Identifier Number CA7403 to be located at: Scattered Sites.

The assistance, which is the subject of this Grant Agreement, is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment A, and the Notice of Funding Availability (NOFA) published **May 14, 2004 at 69 FR 26942 and 27497**. The term "Application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project described in the Application.

Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement for a period of **1 year**. Eligible costs, as defined by the Act and Attachment A, incurred between the end of Recipient's final operating year under the original Grant Agreement and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.

HUD's total fund obligation for this project is \$194,098, allocated as follows:

- |                                  |          |
|----------------------------------|----------|
| 1. Grant for Operating           | \$39,262 |
| 2. Grant for Supportive Services | \$57,507 |
| 3. Grant for Leasing             | \$88,087 |
| 4. Grant for Administration      | \$9,242  |

The Recipient must provide a 25 percent cash match for supportive services pursuant to HUD's FY 2004 Appropriations Act.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.



The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or



- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute recipient of HUD's choosing; or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

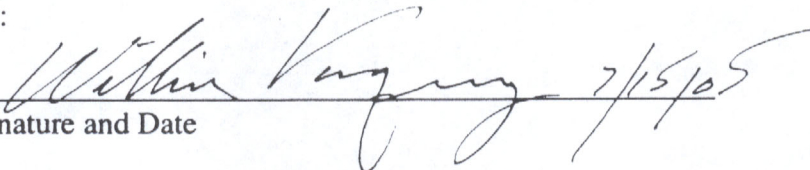
This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of activity to another, or make any other significant change, without the prior written approval of HUD.

SIGNATURES

This Grant Agreement with LA CO DCFS for CA16B400052 is hereby executed as follows:

UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development


BY:

  
Signature and Date

William Vasquez

Director, Office of Community Planning and Development

RECIPIENT

  
Name of Organization

By:

Authorized Signature and Date

Typed name of signatory

Title

Official Contact Person, Telephone and Fax Number



**Attachment III**  
**Hud Grant VI**  
**CA16B400079**



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Los Angeles Field Office, Region IX  
611 West 6<sup>th</sup> Street, Suite 1000 - 9DD  
Los Angeles, California 90017-3101

David Sanders, PhD, Director  
LA CO DCFS  
3530 Wilshire Blvd., 4th Flr  
Los Angeles, California 90010

Dear Dr. Sanders:

SUBJECT: Transmittal of Grant Agreement  
Supportive Housing Program (SHP)  
Project Number: CA16B400079 14117 V1  
Project Identifier Number: CA7015

Congratulations on the final selection of Transitional Housing for Young People for renewal grant funding under the Supportive Housing Program. All conditions attached to your award for this project have been met. This 1 year award will continue to support your program previously funded by Grant Number CA16B200016, further contributing to our national effort to end homelessness.

Upon execution of the Renewal Grant Agreement by you and HUD, we will obligate the total funds for this project in the amount of \$88,668, allocated as follows.

- |                                  |          |
|----------------------------------|----------|
| 1. Grant for Operating           | \$44,460 |
| 2. Grant for Supportive Services | \$30,133 |
| 3. Grant for Leasing             | \$9,853  |
| 4. Grant for Administration      | \$4,222  |

Enclosed are three copies of the Renewal Grant Agreement with a copy of the appropriate program regulations attached. These documents constitute the agreement between you and HUD. Please sign all three and return two to this office as soon as possible. Keep the other agreement for your records. Your new Voice Response Number for your renewal grant will be generated and sent to you under separate cover.

The following other materials are enclosed: 1) Grantee Financial Instructions, 2) Annual Performance Report and 3) a Grantee Closeout Certification.

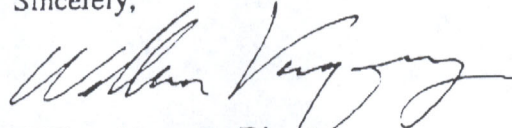
Grantee Financial Instructions- All forms referred to in the Financial Instructions can be accessed via the HUD website: "[www.hud.gov](http://www.hud.gov)."

An Annual Performance Report- This report is due within 90 days after the end of each year. The Certification is due 90 days after the grant expires at which time all funds should have been drawn down.

No funds can be disbursed to you until the Renewal Grant Agreement is fully executed.

If you have any questions, please contact Juanita Gutierrez at 213-534-2586. We look forward to working with you toward the successful continuation of your Supportive Housing Program project.

Sincerely,



William Vasquez, Director  
Office of Community Planning  
and Development

Enclosures



**2004 SUPPORTIVE HOUSING PROGRAM  
RENEWAL GRANT AGREEMENT**

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and LA CO DCFS, 3530 Wilshire Blvd., 4th Flr, Los Angeles, CA 90010, the Recipient, whose Tax ID number is 95-6000927 for Project Number CA16B400079/Project Identifier Number CA7015 to be located at: Scattered Sites.

The assistance, which is the subject of this Grant Agreement, is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment A, and the Notice of Funding Availability (NOFA) published **May 14, 2004 at 69 FR 26942 and 27497**. The term "Application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project described in the Application.

Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement for a period of 1 year. Eligible costs, as defined by the Act and Attachment A, incurred between the end of Recipient's final operating year under the original Grant Agreement and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.

HUD's total fund obligation for this project is \$88,668, allocated as follows:

1. Grant for Operating	\$44,460
2. Grant for Supportive Services	\$30,133
3. Grant for Leasing	\$9,853
4. Grant for Administration	\$4,222



The Recipient must provide a 25 percent cash match for supportive services pursuant to HUD's FY 2004 Appropriations Act.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:



- (a) direct the Recipient to submit progress schedules for completing approved activities; or
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute recipient of HUD's choosing; or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

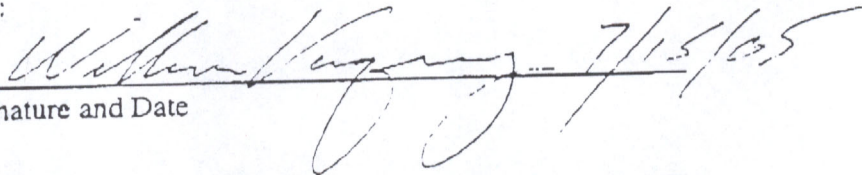
This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of activity to another, or make any other significant change, without the prior written approval of HUD.

## SIGNATURES

This Grant Agreement with LA CO DCFS for CA16B400079 is hereby executed as follows:

UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development

BY:

  
Signature and Date

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William Vasquez

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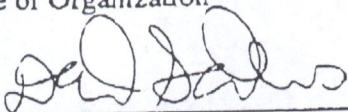
Director, Office of Community Planning and Development

## RECIPIENT

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Name of Organization

By:

  
Authorized Signature and Date

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Typed name of signatory

---

Title

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Official Contact Person, Telephone and Fax Number